

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Sails Group, LLC		03/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
Edgewater Power Boats, LLC		03/05/2014	LIMITED LIABILITY COMPANY: FLORIDA
Southern Spars Group, LLC		03/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
Cuben Fiber Corporation		03/05/2014	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Dr., Ste. 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	73327007	NORTH SAILS	
Serial Number:	73630917	NORLAM	
Serial Number:	74238567	GATORBACK	
Serial Number:	74493094	3DL	
Serial Number:	75028503	NORTH SAILS	
Serial Number:	73003021	NS NORTH SAILS	
Serial Number:	75028596	NS NORTH SAILS	
Serial Number:	76405231	N S NORTH SAILS	
Serial Number:	76678205	NORTH SAILS	
Serial Number:	76678204	NS NORTH SAILS	

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Serial Number:	76676316	IL NORTH KITEBOARDING
Serial Number:	76579150	CARBON GRID
Serial Number:	75444556	EDGEWATER
Serial Number:	76658265	SPI SINGLE PIECE INFUSION
Serial Number:	76245603	
Serial Number:	76245824	SOUTHERN SPARS
Serial Number:	76661511	CUBEN FIBER

CORRESPONDENCE DATA

Fax Number: 3128637867

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.153
NAME OF SUBMITTER:	Jaclyn Di Grande
Signature:	/jaclyn di grande/
Date:	03/05/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of March, 2014, by North Sails Group, LLC, a Delaware limited liability company; Edgewater Power Boats, LLC, a Florida limited liability company, Southern Spars Group, LLC, a Delaware limited liability company, and Cuben Fiber Corporation, an Arizona corporation ("**Grantors**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantors, one or more of their affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Collateral Agreement**"), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms such Grantor's prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) the Trademarks listed on Schedule 1 annexed hereto and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any Excluded Property (as defined in the Collateral Agreement).

[Signature page follows]

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By 
Its Director

SCHEDULE 1**TRADEMARK REGISTRATIONS**

Trademarks – North Sails Group, LLC				
CTY	Mark	Reg. No.	Serial No.	Status
US	NORTH SAILS	1214883	73/327,007	REGISTERED
US	NORLAM	1447568	73/630,917	REGISTERED
US	GATORBACK	1718228	74/238,567	REGISTERED
US	3DL	1883633	74/493,094	REGISTERED
US	NORTH SAILS	2111604	75/028,503	REGISTERED
US	NS NORTH SAILS and Design	1009955	73/003,021	REGISTERED
US	NS NORTH SAILS and Design	2108210	75/028,596	REGISTERED
US	NS NORTH SAILS and Design	2845778	76/405,231	REGISTERED
US	NORTH SAILS	4122002	76/678,205	REGISTERED
US	NS NORTH SAILS and Design	4122001	76/678,204	REGISTERED
US	NORTH KITEBOARDING and Design	3803459	76/676,316	REGISTERED

Trademarks – Edgewater Power Boats, LLC				
CTY	Mark	Reg. No.	Serial No.	Status
US	CARBON GRID and Design	2993822	76/579150	REGISTERED
US	EDGEWATER	2247586	75/444556	REGISTERED
US	SPI SINGLE PIECE INFUSION and Design	3254484	76/658265	REGISTERED

Trademarks – Southern Spars Group Partnership n/k/a Southern Spars Group, LLC				
CTY	Mark	Reg. No.	Serial No.	Status
US	MISCELLANEOUS Design	2869999	76/245603	REGISTERED
US	SOUTHERN SPARS	2870000	76/245824	REGISTERED

Trademarks – Cuben Fiber Corporation				
CTY	Mark	Reg. No.	Serial No.	Status
US	CUBEN FIBER	3315215	76/661511	REGISTERED